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Our File No. 09-29310

U.S. COURTS

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

IN RE:)	
)	Chapter 12
TERRY HIPWELL,)	
)	Case No. 96-02095
)	
)	MOTION TO REMOVE
Debtor(s).)	AUTOMATIC STAY

COMES NOW, U.S. Bank of Idaho, pursuant to 11 U.S.C. 362(d) Bankruptcy Rule 4001 and Local Bankruptcy Rule 4001.2 and alleges as follows:

1. That the Debtor(s), TERRY HIPWELL, is/are indebted to Claimant upon a loan agreement dated March 2, 1994 whereby said Debtor(s) promised to pay to the order of the Claimant the total of \$26,541.97 plus interest. A copy of said note is attached hereto as Exhibit "A" and is incorporated herein in full by this reference.

2. That as security for said indebtedness, the Claimant claims a lien upon the following described property:

One 1994 Chevrolet truck, I.D. #2GCEK19K5R1151523

(See Exhibit "B" which is attached hereto and by this reference made a part of).

3. That Claimant's lien and security interest in said property is evidenced by the exhibits which are attached hereto and incorporated herein in full by this reference.

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4. That Debtor(s) filed their Chapter 12 petition under the provisions of the applicable Bankruptcy Code on or about August 23, 1996.

5. That Debtor(s) are in default under the terms and conditions of the agreement/plan, as stated above, and owe \$19,279.42 as of March 31, 1998. Debtor(s) last paid on March 13, 1996. The amount in arrears is \$3,129.44.

6. That Claimant alleges and believes that the present fair market value of the property is below \$11,250.00 based on: N.A.D.A.

7. That Claimant alleges that the present fair market value of its collateral may not exceed the sums due Claimant and other liens against the property above described, including that of Claimant, and of Debtor(s)' exemptions, although the exemption provision is not an issue herein.

8. That Claimant alleges the estate of Debtor(s) has no interest in the property.

9. That Claimant alleges the above-described property is not necessary to an effective reorganization of Debtor(s).

10. That Claimant does not have and has not been offered adequate protection for its liens and security interest in said property, and if Claimant is not permitted to foreclose its security interest in the collateral, Claimant will suffer irreparable injury, loss and damage.

WHEREFORE, Claimant moves the Court to issue an Order against the Debtor(s), the trustee and parties in interest as follows:

1. Removing the stay of 11 U.S.C. 362 as against Claimant and authorizing said Claimant to pursue its remedies against said property by foreclosing upon or reclaiming the same pursuant to the provisions of its Note and applicable local law.

2. In the alternative Claimant prays for an Order of this Court adequately protecting Claimant's lien on the collateral in the form of cash payments to Claimant, additional liens on other unencumbered property of Debtor(s) or imposing such other

restrictions on Debtor(s)' use of the collateral as will provide Claimant with the indubitable equivalent of its interest in the property.

DATED this 9th day of April, 1998.



MICHAEL L. SCHINDELE

Security Agreement

1. **DEFINITIONS**

2. **AGREEMENT**

3. **PROPERTY**

4. **DEFENSE**

5. **WARRANTY**

6. **ASSIGNMENT**

7. **ENTIRE AGREEMENT**

8. **SEVERABILITY**

9. **GOVERNING LAW**

10. **NOTICES**

11. **AMENDMENTS**

12. **WITNESSES**

13. **SIGNATURES**

14. **EXHIBITS**

15. **ADDENDUMS**

16. **REVISIONS**

17. **CONTACT**

18. **DISCLAIMER**

30502 BRILTON RD, PARRA ID 93600

You and your agent West Car 111, 112th N.E.

Officer's Initials

Ownership And Use of The Collateral. I promise that I own the collateral that there are no other claims, liens or security interests against it. I will lease or give the collateral to anyone else. I will use it carefully and it is good repair. I will not use or permit anyone to use the collateral in violation of any law.

The collateral is used primarily for:

☐ Personal purposes

☐ Business

☐ Other

I agree to help you do all that's necessary to protect your security interest in the collateral.

☐ I am not using money you are lending me to buy the collateral. If I am, you will have what is called a "purchase money security interest" in the collateral. This will give you more protection against others who might claim the collateral is theirs.

Property Insurance and Taxes. I'll keep the collateral insured by an aptly rated and damage with an insurance company, that you approve. The policy must say that you are to be paid, if there's a loss. I'll deliver the policy to you if you request.

If the collateral is lost or damaged, you can use the insurance proceeds to replace or repair it, or to repay any amounts I owe you.

I'll also pay all costs and fees on the collateral. You can borrow the money or pay any tax or fee if I don't although you don't have to. If you want or face, I'll repay you with interest at the highest rate allowed by law.

Default and Repossession. I am in default if I fail to make a payment by the time or agreement or any other terms or agreement. I also fail if the property or any payment, performance, or your ability to use the collateral is significantly impaired. Such events include, but are not limited to:

- 1) The collateral is repossessed.
- 2) I have become insolvent or have filed bankruptcy.
- 3) A lien has been put on the collateral.
- 4) The collateral has been confiscated by any government authority or agency.
- 5) I become incompetent or die.
- 6) My insurance is cancelled.

You are also authorized to repossess the collateral in the event of any foregoing things occur.

If I am in default, I will deliver the collateral to you upon request. You can choose the collateral is bought and sold it yourself, or you can sell it or other legal action. You can sell the collateral after giving me the right to buy it. You can use the proceeds of the sale toward what I owe you. You can also what I owe you the costs of repossession, sale, court costs and reasonable attorney's fees. If any, I'll pay any difference between the sale proceeds and what I owe you. If you give me any money, you can use it to pay all difference.

Low Trust Agreement. This agreement will be enforceable in the state of Washington. I agree to defend by the state and make any and all payments or actions with or without. I've read this agreement and understand it. I agree to give up all my rights and responsibilities. No third parties can sue or bring any action against me. This agreement must be approved by the state, the state and legal representatives and the responsible officer this agreement.

Borrower Long L. Hyslop Date 03/01/04

Co-Borrower _____ Date 03/01/04

BRANCH

IDAHO CERTIFICATE OF TITLE									
VEHICLE IDENTIFICATION NUMBER 26CEK19K5R1151423					YEAR / MAKE / BODY / MODEL / DESCRIPTION 1994 CHEV PK TK FLSD				
SECOND VEHICLE IDENTIFICATION NUMBER					ODOMETER READINGS 20 ACTUAL				
DATE 11/16/1993									
TITLE NUMBER 93394195		PRISTINE DATE 03/18/1994		WEIGHT		LENGTH		WIDTH	
HALL		HORSEPOWER		PROPULSION					
OWNER'S NAME AND ADDRESS HIPWELL, TERRY L OR TERRY L HIPWELL FARM 30992 SHELTON RD PARMA, ID 83660 159-75292908001 DHC 1-04-3691551-1061					OTHER PERTINENT DATA				
Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.									
ODOMETER READINGS - Reading is actual unless indicated otherwise. NO TENTH: 20 DATE: 11/16/93					PURCHASER'S PRINTED NAME(S)				
<input type="checkbox"/> In State of Inspection Unit <input type="checkbox"/> Street <input type="checkbox"/> Not Aged - Working Odometer Display <input type="checkbox"/> No Data									
DATE SOLD: _____ SELLING PRICE: _____					ADDRESS				
SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)					CITY STATE ZIP				
I certify to the best of my knowledge that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser, seller's representative's signature:					I am aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE:				
A <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/>					A <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/>				
FIRST LIEN WEST ONE BANK ID 21-004					SECOND LIEN				
PO BOX 10 PARMA, ID 83660 RECORDED 03/14/1994 13:46					SIGNATURE RELEASING LIEN DATE				
SIGNATURE RELEASING LIEN DATE					NEW LIEN/OLDER LIEN				
X									

Alterations May Void This Document

ADULT NO.

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EXHIBIT B